



OIL INDIA LIMITED

BID DOCUMENT

TENDER NO. : CGI2433P17

To carry out Pipeline RoW exposure Repair work from PLKM 498.00 to PLKM 632.00 at different locations for a period of 12 Months, as and when required basis.



FORWARDING LETTER

Sir,

- 1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan. Pipeline Department of OIL, having its Head Quarter at Noonmati, Guwahati, operates and maintains the cross country crude oil and product pipeline spanning across the State of Assam, West Bengal and Bihar.
- 2.0 In connection with its operations, Pipeline Department of OIL invites Domestic Competitive Bids (DCB) from competent and experienced Contractors through OIL’s e-procurement site **to carry out Pipeline RoW exposure Repair work from PLKM 498.00 to PLKM 632.00 at different locations for a period of 12 Months, as and when required basis.**

You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

- | | | |
|--------|---|--|
| (i) | IFB No. | : CGI2433P17 |
| (ii) | Type of IFB | : <u>Single Stage-Single (Composite) Bid</u> |
| (iii) | Pre-Bid Conference Date | : Not Applicable |
| (iv) | Venue of Pre-Bid Conference | : Not Applicable |
| (v) | Last Date of Receipt of Pre-Bid Queries | : Not Applicable |
| (vi) | Bid Closing Date & Time | : As per online data |
| (vii) | Bid Opening Date & Time | : As per online data |
| (viii) | Priced Bid Opening Date & Time | : Same as Bid opening date & time |
| (ix) | Bid Submission Mode | : Bid should be uploaded in OIL’s E-Procurement portal |
| (x) | Bid Opening Place | : Office of the Chief Manager-Contracts
Oil India Limited, Pipeline Head Quarter
Guwahati-781171, Assam, India |
| (xi) | Bid Validity | : 90 days from date of Closing of bid |

Company: _____

Contractor : _____

- (xii) Mobilisation Time : **NIL**
- (xiii) Bid Security Amount : **Rs. 31,500.00**
- (xiv) Bid Security Validity : **120** days from date of closing of bid
- (xv) Amount of Performance Guarantee : **7.5% (initial security deposit along with acceptance of contract is to be deposited for 2.5% and remaining 5% is to be recovered from running account bill) of the estimated contract value**
- (xvi) Validity of Performance Security : Up to **3 months** from date of completion of contract
- (xvii) Amount of Retention Money : **5% from each running account bill**
- (xviii) Duration of the Contract : **1(One) year**
- (xix) Bids to be addressed to: : **CHIEF MANNAGER(CONTRACTS)
OIL INDIA LIMITED
PIPELINE HEAD QUARTER
GUWAHATI-781171, ASSAM, INDIA**

3.0 INTEGRITY PACT:

Not Applicable for this Tender

4.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

To participate in OIL's E-procurement tender, bidders should have a **legally valid digital certificate of Class 3** with Organizations Name as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Bidders must have a valid User ID to access OIL e-Procurement site. Bidders shall request OIL through E-mail or fax or letter along with the cost of bid documents as indicated in the NIT for issue of the User ID for accessing the E-procurement tender. The User ID shall be intimated to the eligible bidders through email on receipt of the requisite cost of the bid document. In case any bidder is eligible for exemption from paying the tender fee, they should request OIL with supporting documents for issue of the User ID on free of charge basis. Bidders who do not have a User ID, can click on Guest login button to view the available open tenders. The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL.

- 5.0** Bids received after closing hours as stipulated above will not be accepted. OIL will not be responsible for any delay in submission of bid because of connectivity problem and/or any other reasons whatsoever.

Company: _____

Contractor : _____

- 6.0 E-mail/Fax/Telegraphic/Telephone bids will not be accepted.
- 7.0 The Prices along with price related conditions should be filled online. Please ensure that **TECHNO-COMMERCIAL UN-PRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** is uploaded in the **Technical RFX Response link** only. **Please note that no price details should be uploaded in Technical RFX Response link.** A screen shot in this regard is given below. However, we request bidders to go through OIL's e – Portal / Website before uploading their bids for updated information regarding participation requirements and procedure for OIL's e – tenders.

On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” in the place as indicated below:

Company: _____

Contractor : _____

- 8.0 Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employee.
- 9.0 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 10.0 OIL reserves the right to increase/decrease the quantum of job at the time of award of contract and it will be obligatory on the part of the successful bidder to accept the same at the offered rates.
- 11.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- 12.0 Offer must conform in all respect to the terms and conditions of the enquiry. Deviations, if any, must be clearly and specifically stated. Conditional bids are liable to be rejected at the discretion of the Company.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Chief Manager (Contracts)
for Group General Manager (Pipeline Services)

Company: _____

Contractor : _____

INSTRUCTIONS TO BIDDERS

1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.0 BIDDING DOCUMENTS

2.1 TENDER FEE:

2.1.1 Bidders interested to provide the services and interested to participate in the above tender are requested to submit the tender fee of **Rs 1000.00 (Rupees One Thousand)** only by Demand Draft/Banker's Cheque/ online transaction favouring OIL INDIA LIMITED, Payable at Guwahati issued by any Scheduled Bank and payment through Online. NO OTHER MODE OF PAYMENT WILL BE ACCEPTED BY THE COMPANY.

2.1.2 Sealed envelopes containing the Tender Fee shall be marked with the above Tender Number and description of work and addressed to following:

Chief Manager (Contracts)
Oil India Limited
Pipeline Head Quarter, Narangi
P.O.: Udayan Vihar, Guwahati,
Assam – 781171

Tender fee shall reach the above address one week prior to Bid Closing date during working days (excluding Sundays/Holidays). Bidder whose Tender fee reach after the last date of received of tender fee as mentioned in online data shall not be allowed to participate in the bidding process.

2.2 EXEMPTION OF TENDER FEE:

EXEMPTION OF TENDER FEE AND EMD:

(i) **Micro & small Enterprises (MSME)** ,Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme are exempted from payment of tender fees for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents.

(ii) Public Sector Undertakings (PSU) ,**Central Govt. Departments** are also exempted from payment of tender fee.

(iii) Firms registered with NSIC, PSU's & Government Departments claiming exemption from payment of tender fee should submit their request with all credentials to the tender administrator at least 7 days in advance from the date of closer of sale of bid documents, to get access for participation in the tender.

Company: _____

Contractor : _____

(iv) Tender documents provided to SSI Units registered with NSIC on free of charge basis shall submit their offer for the service for which they are registered. Their offer for other than the registered service shall not be acceptable. Their offer as service provider also will not be acceptable and shall be rejected straightway.

(v) **Public Sector Undertakings (PSU) , Central Govt. Departments ,Micro & small Enterprises (MSME) ,Small Scale Industries (SSI)** registered with NSIC under Single Point Registration Scheme are exempted from payment of Earnest money deposit for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents

2.3 TRANSFERABILITY OF BID DOCUMENTS:

2.3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.

2.3.2 Unsolicited bids will not be considered and will be rejected straightway.

2.4 DOCUMENT:

The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This bidding document includes the following:

a) A forwarding letter highlighting the following points. :

- i) Company's Tender No.
- ii) Bid closing date and time.
- iii) Bid opening date, time and place.
- iv) Bid submission place.
- v) Bid opening place.

Part- I : Instruction to Bidders

Part- II : Bid Rejection/Evaluation Criteria

Section-I : General Terms and Conditions of the contract

Section-II : Schedule of Quantities, Service/work and Rates

Section-III : Special Condition of the Contract

Section-IV : Safety Measures & Compliance Format

- Proforma - A** : Price Bid Format
- Proforma - B** : Bid Form
- Proforma - C** : Bank Guarantee format for Bid Security Deposit
- Proforma - D** : Bank Guarantee format for Performance Security Deposit
- Proforma - E** : Agreement Form
- Proforma - F** : Statement of Compliance/Non-Compliance
- Proforma - G** : Court Affidavit Format
- Proforma - H** : Letter of Authority

- 2.5 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

3.0 AMENDMENT OF BIDDING DOCUMENTS:

- 3.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of an Addendum.
- 3.2 *The Addendum will be uploaded and published in OIL's e-portal. However, Addendum shall be neither published in news paper nor sent to any of the participating Bidders. The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.*

4.0 PREPARATION OF BIDS

4.1 LANGUAGE OF BIDS:

The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.

4.2 BIDDER'S NAME & ADDRESS:

Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address.

5.0 DOCUMENTS COMPRISING THE BID:

- 5.1 Bids are invited under **Single Stage- Single bid System**. The bid along with all Annexure and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The price bids submitted in physical form against procurement tenders shall not be given any cognizance. However the following documents should necessarily be submitted in physical form in sealed envelope superscribed as "Tender Number and due for opening on_____" The outer cover of the sealed envelope should duly bear the tender number and date of closing/opening prominently underlined, along with the address as under

Chief Manager (Contracts), Oil India Limited
Pipeline Head Quarter, Narangi
P.O.: Udayan Vihar, Guwahati, Assam – 781171

5.2 Envelope:

- i) Containing Valid and proper Bid Security in Original as per **Clause 10.0** and should reach the office of Chief Manager (Contracts) before Bid closing date

Company: _____

Contractor : _____

and time, otherwise Bid will be rejected. *A scanned copy of this document should also be uploaded along with the Un-priced (Technical) bid document.*

- ii) *Original Affidavit in Court Stamp Paper of Rs.20.00, duly attested by Notary as per the prescribed format in Proforma-G.*
- iii) Any other document required to be submitted in original as per tender requirement.

Documents sent through E-mail/Fax/Telex/Telegraphic/Telephonic will not be considered.

5.3 E- FORM FOR ONLINE SUBMISSION:

5.3.1 TECHNICAL BID (Un-Priced) comprise of the following:

- i) Containing Certificate of Compliance in respect of BRC of the Bid Document as per **Part-II**.
- ii) Complete technical details of the services and equipment specifications with catalogue, etc
- iii) Documentary evidence established in accordance with clause **9.0** of this section.
- iv) Copy of Bid Security furnished in accordance with clause **10.0** of this section.
- v) Statement of Non-compliance (for Technical Non-compliance only) (except BRC) as per **Proforma-F**.
- vi) *Court Affidavit as mentioned in clause 5.2 (ii) above, failing which the bid will be considered as non responsive and summarily rejected.*
- vi) *Copy of signed Bid document without indicating prices.*

5.3.2 COMMERCIAL/PRICE BID comprising of following:

Bidder shall quote their prices in the following Proforma and shall upload the same in the OIL's E-Portal :

- (i) Price-Bid Format as per **Proforma-A**
- (ii) Bid Form as per **Proforma -B**

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

NOTE:

Only **Envelope** mentioned in **clause 5.2** above shall be submitted to Office of Chief Manager (Contracts), Oil India Ltd, Guwahati within Bid Closing Date and **TECHNICAL BID & COMMERCIAL / PRICE BID** shall be submitted through e-tendering process.

6.0 BID FORM:

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

7.0 BID PRICE:

7.1 *Unit prices must be quoted by the bidders both in words and in figures.*

7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

7.3 All duties and taxes including VAT, Contract Tax, Corporate income Taxes and other levies payable by the successful bidder **except Service Tax** under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 CURRENCIES OF BID AND PAYMENT:

8.1 Bid currency and payment shall be **INR**.

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

These are listed in **Part-II** of the document.

10.0 SIGNING OF BID:

10.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India(RCAI), Controller of Certifying Authorities(CCA) of India before bid is uploaded.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 10.2 *The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. The letter of authorisation (as per Proforma-H) shall be accompanying the Bid. All pages of the Bid, drawings and other accompanying documents except for un-amended printed literature, shall be initialed by the person or persons signing the Bid Document.*
- 10.3 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 10.4 *Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.*
- 10.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

11.0 BID SECURITY:

- 11.1 Pursuant to clause **5.0** the Bidder shall furnish as part of its Technical bid, Bid Security for an amount of **Rs. 31,500.00 (Thirty One Thousand Five Hundred only)**
- 11.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-clause **11.7**.
- 11.3 The Bid Security shall be denominated in the currency of the bid and shall be in one of the following form:
- (a) A Bank Guarantee in the prescribed format vide **Proforma-C** or in another form acceptable to the Company issued by any Scheduled Bank in India.

The Bank Guarantee shall be valid for 30 days beyond the validity of the bids asked for in the Bid Document.

Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

- (b) A Cashier's cheque or Demand Draft drawn on 'Oil India Limited' valid for 120 days from the date of issue and payable at Guwahati, Assam.

Company: _____

Contractor : _____

- 11.4 Any bid not secured in accordance with sub-clause 11.1 and /or 11.3 shall be rejected by the Company as non-responsive.
- 11.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.
- 11.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the performance security.
- 11.7 The Bid Security may be forfeited:
- a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension)
 - or**
 - b) If a successful Bidder fails:
 - i) to sign the contract within stipulated reasonable time & within the period of bid validity, and/or
 - ii) to furnish the Performance Security.
- 11.8 *In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) year to participate any future tender.*
- 11.9 *Central Govt. offices ,Central Public Sector undertakings and Small Scale Industries (SSI) registered with NSIC are exempted from submitting Bid Security.*

12.0 PERIOD OF VALIDITY OF BIDS:

- 12.1 Bids shall remain valid for **90 days** after the date of bid opening (technical) prescribed by the Company.
- 12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing/email (or by Fax). The bid Security provided under **Clause 11.0** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.
- 12.3 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 13.0** All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **Proforma-F**.
- 14.0** Timely delivery of the bids is the responsibility of the Bidder. Company shall not be responsible for any delay.

Company: _____

Contractor : _____

15.0 DEADLINE FOR SUBMISSION OF BIDS:

Bids must be received by the company within Bid Closing Date as specified in the "Forwarding Letter".

16.0 LATE BIDS:

Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected.

17.0 MODIFICATION AND WITHDRAWAL OF BIDS:

17.1 The Bidder after submission of bid may withdraw its bid by written notice prior to bid closing.

17.2 The Bidder's withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of **Clause 5.1**. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

17.3 No bid can be modified subsequent to the uploading in the e-tendering system.

17.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

18.0 PRE-BID CONFERENCE/ MEETING:

Not Applicable for this Tender.

19.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

If it is found that a bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

20.0 OPENING AND EVALUATION OF BID:

20.1 Company will open the Bids in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. Only one representative against each bid will be allowed to attend.

20.2 Bid for which an acceptable notice of withdrawal has been received shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

Company: _____

Contractor : _____

- 20.3 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.
- 20.4 Company shall prepare, for its own records, document containing the information disclosed to those present in accordance.
- 20.5 To assist in the examination, evaluation and comparison of bids the Company may at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 20.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without deviations or reservation. A deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 20.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 20.8 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

21.0 OPENING OF COMMERCIAL/ PRICE BIDS:

- 21.1 *Company will open the Commercial/Price Bids of all the Bidders on a specific date in presence of interested bidders.*
- 21.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 21.3 *Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected.*

22.0 EVALUATION AND COMPARISON OF BIDS:

- 22.1 The Company will evaluate and compare the bids as per **Bid Evaluation Criteria in Part-II** of the bidding documents.

Company: _____

Contractor : _____

22.2 DISCOUNTS / REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.

22.3 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

23.0 CONTACTING THE COMPANY:

23.1 Except as otherwise provided, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company.

23.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

24.0 AWARD OF CONTRACT

AWARD CRITERIA:

The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

25.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

26.0 NOTIFICATION OF AWARD:

26.1 Prior to the expiry of the period of bid validity or extended validity, the company will notify the successful Bidder in writing by registered letter or email or fax (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

26.2 *The notification of award will constitute the formation of the Contract.*

26.3 Upon the successful Bidder's furnishing of Performance Security, the company will promptly notify each un-successful Bidder and will discharge their Bid Security.

27.0 SIGNING OF CONTRACT:

27.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful bidder for signing of the agreement or send the Contract document with General & Special Conditions of

Company: _____

Contractor : _____

Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

- 27.2 Within 30 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the company.

28.0 PERFORMANCE SECURITY:

- 28.1 Successful bidder shall be required to furnish an amount equivalent to **7.5% (initial security deposit along with acceptance of contract is to be deposited for 2.5% and remaining 5% is to be recovered from running account bill)** of the estimated contract value as Performance Security Deposit within 15 days of notification of award of contract and before signing of the formal contract. In case of default the award of contract may be canceled and Security deposit forfeited. The Performance Security Deposit may be in the form of a Bank Guarantee issued by a Nationalized Bank, and shall remain valid for **3 (three)** more months beyond validity of the contract. A copy of the Bank Guarantee format is enclosed as **Proforma –D.** The same will be discharged by company not later than 30 days following its expiry.
- 28.2 The performance security money shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 28.3 Failure of the successful Bidder to comply with the requirements of clause **28.1** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as then case may be.
- 28.4 The Performance Security will not accrue any interest.

29.0 RETENTION MONEY:

- 29.1 A **retention money** equivalent to **5%** of each running account bill of the contractor shall be deducted till final completion of the work. This deducted amount shall be retained with OIL till the expiry of performance obligation of the Contractor under this contract.
- 29.2 The retention money shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 29.3 The retention money will not accrue any interest

30.0 INTEGRITY PACT:

Not applicable for this tender.

31.0 COST OF BIDDING:

- 30.1 The bidder shall bear all cost associated with the preparation and submission of its bid and OIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Company: _____

Contractor : _____

- 30.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without seeking any clarifications.

32.0 SITE VISIT:

The Bidder, at the Bidder's own cost, responsibility and risk is encouraged to visit and examine the site of work and its surroundings, understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work. The Contractor shall be deemed prior to Pre-Bid Conference & submitting their Bid to have:

- a) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;
- b) Satisfied itself as to the nature of the work and materials necessary for the execution of the Works;
- c) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground and sub-soil, the form and nature of the Site and the climate and hydrological conditions of the Site;
- d) Satisfied itself as to the means of communication with and access to & through the Site, the accommodation it may require and the precautions and the times and methods of working;
- e) Obtained for itself all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract;
- f) Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document.
- g) Ascertained the general labour position at the Site and have understood the cost associated with engagement of the labours.

33.0 GENERAL:

- 33.1 The bids can only be submitted in the name of the Bidder who has been permitted to participate in the bid. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures. It shall be complete and free from ambiguity, change or interlineations.
- 33.2 The bidder should indicate at the time of quoting against this tender their full postal and Fax/Email addresses.

- 33.3 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company.

34.0 SPECIFICATIONS:

Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.

- 35.0** The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased /issued along with one or more of the following documentary evidences(which are applicable to the bidder) in support of the same.

- 35.1. **In case of Sole Proprietorship Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.
- 35.2 **In case of HUF**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.
- 35.3 **In case of Partnership Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.
- 35.4 **In case of Co-Operative Societies**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.
- 35.5 **In case of Societies registered under the Societies Registration Act** -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.
- 35.6 **In case of Joint Stock Companies registered under the Indian Companies Act** - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address,E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.
- 35.7 **In case of Trusts registered under the Indian Trust Act** - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein

Company: _____

Contractor : _____

the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.

1.0 BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)

The bid shall conform generally to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC/BRC shall be submitted along with the Techno-Commercial Bid.

1.1 Financial capability: Bidders must have:

- 1.1.1 Annual Financial Turnover of the bidder in any of preceding three financial/accounting years from the original bid closing date should be at least **Rs.4,72,300.00**

FOR CONSORTIUM :

At least one member of the consortium to meet the above criteria of 50% turn over. The other members of consortium should meet minimum 25% turnover requirement.

- 1.1.2 Net Worth should be positive for preceding 3 (Three) financial years.

For Proof of **Annual Turnover** and **Net Worth** the following documents /photocopy must be furnished

- A Certificate issued by a practicing Chartered / Cost Accountant Firm, with membership number certifying the Annual Turnover and nature of business.
- Audited Balance Sheet and Profit & Loss account.

1.2 Experience: Bidders must have:

- 1.2.1 Experience of having successfully completed similar works (**Similar type of works mean "Exposure repair of Hydrocarbon pipelines "**) in previous **7(seven)** years to be reckoned from the original bid closing date in which applications are invited should be the following :

(i) Experience of at least one similar work of **Rs. 7,87,200.00**

(ii) If the experience can be specified in terms of technical parameters, the criterion of similar works experience may not be necessary to be specified in terms of value.

- 1.2.2 In case of tenders for Annual rate contracts / Maintenance and Service contracts, if the prospective bidder is executing rate / maintenance /service contract which is still running and the contract value / quantity executed prior to due date of bid submission is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder has submitted satisfactory work / supply / service execution certificate issued by end user.

- 1.2.3 A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

Documentary proof must be furnished in support of the experience by way of purchase order / work order / contract document along with completion certificate from the organization to whom such services have been rendered.

1.3 Deviation to the following provision of the tender document shall make the bid liable for rejection:

- i. Firm price
- ii. EMD / Bid Bond
- iii. Scope of work
- iv. Specifications
- v. Price Schedule
- vi. Delivery / Completion Schedule
- vii. Period of Validity of Bid
- viii. Liquidated Damages
- ix. Performance Bank Guarantee / Security deposit
- x. Guarantee of material / work
- xi. Arbitration / Resolution of Dispute
- xii. Force Majeure
- xiii. Applicable Laws
- xiv. Integrity Pact, if applicable
- xv. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

1.4 All the supporting documents in compliance to BRC requirements under clause 1.1 & 1.2 above shall be scanned and uploaded along with the technical bid.

1.5 Any bid not complying BEC/BRC requirements shall be summarily rejected.

- 1.6 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC and such clarification fulfilling the BRC clauses must be received on or before the deadline given by the Company, failing which the offer will summarily rejected.

- 1.7 In case, any of the clauses in the BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.

2.0 BID EVALUATION CRITERIA (BEC):

- 2.1 Bids conforming to the terms and conditions stipulated in the bid document and considered responsive and subject to qualifying the Bid Rejection Criteria will be considered for further evaluation as per the Bid evaluation Criteria given below.

- 2.1.1 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of Part-II (i.e. schedule of works, units, quantity, rates) of the tender.

- 2.1.2 OIL will not be responsible for delay, loss or non-receipt of applications (for bidding documents) sent by mail and will not entertain any correspondence in this regard.
- 2.1.3 Bidders are advised not to indicate any separate discount. Discount if any should be merged with the quoted offer. Discount of any type indicated separately will not be taken into account for evaluation purpose. However, in the event of such offer without considering discount is found to be lowest, OIL shall avail such discount at the time of award of contract.
- 2.1.4 **In case more than one bidder emerges as lowest bidder due to equal rate quoted by the bidder, then the lowest bidder will be decided by draw of lots. Company's decision in this regard is final and binding to all bidders.**

3.0 GENERAL:

- (i) In case bidder takes exception to any clause of Tender Document not covered under BEC / BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the Company. The loading so done by the Company will be final and binding on the Bidders.
- (ii) To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received on or before stipulated day from the date of clarification sought by the Company, failing which the bid will be rejected.
- (iii) In case any of the clauses in the BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.
- (iv) The originals of such documents [furnished by bidders(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

4.0 OTHER INFORMATION /DOCUMENTS:

Bidders are required to furnish the following information with relevant documents wherever necessary:

- (i) Tax Exemption Certificate, if any : Applicable / Not applicable
- (ii) CST registration No., if applicable :
- (iii) Local sales Tax registration, if applicable:
- (iv) PAN no.(photocopy of the PAN card required):
- (v) Service Tax registration No. , if applicable:
- (vi) VAT registration no. if applicable:
- (vii) Bank account No. With name of Bank, Type of account, Bank address.
- (viii) P.F. Code, if applicable:

Non Furnishing of the above information may be liable for rejection of the offer.

Company: _____

Contractor : _____

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS

In this contract, unless the context otherwise requires:

- 1.1 "AGREEMENT" means this service agreement.
- 1.2 "AREA OF OPERATIONS" means the Company's oilfield operations
- 1.3 "BID OPENING DATE" means the date on which the Tender was opened by the Company against the finalisation of this agreement.
- 1.4 "COMMENCEMENT OF SERVICE" means the actual date of commencement of the job under this Agreement.
- 1.5 "COMPANY's Authorised Representative / Engineer" means Group General Manager (PLS) or his nominee

2.0 EFFECTIVE DATE, DATE OF COMMENCEMENT OF CONTRACT AND COMPLETION TIME OF CONTRACT

- 2.1 The contract shall become effective as of the date notifies Contractor in writing through Letter of Award (LOA). This date shall be treated as the effective date of commencement of the contract.

2.2 MOBILISATION TIME:

The mobilization of equipment, personnel etc. should be completed by Contractor within **0 days** from the date of issue of LOA. Mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative.

2.3 DATE OF COMMENCEMENT OF CONTRACT:

The date of **Commencement of Contract** will be as notified by Company by issuing Work Order after Signing the Contract.

3.0 DURATION OF THE CONTRACT:

The duration of the contract will be for a period of **1(One) year**

4.0 PERFORMANCE SECURITY DEPOSIT :

Company: _____

Contractor : _____

- 4.1 The contractor will furnish an amount equivalent to **7.5% (initial security deposit along with acceptance of contract is to be deposited for 2.5% and remaining 5% is to be recovered from running account bill)** of the estimated contract value as Performance Security Deposit. Within two weeks of issue of Letter of acceptance and before signing of the formal contract. The Performance Security Deposit may be in the form of a Bank Guarantee (in the prescribed format enclosed in **Proforma-D**) issued by a Nationalized Bank, and shall remain valid for **3(Three)** more months beyond validity of the contract. In case the contract is extended the Performance Bank Guarantee will accordingly be extended suitably.
- 4.2 The Bank Guarantee will be discharged after successful completion of the contract and subsequent extensions if any. In the event of default in the execution of the contract by the contractor as per the terms and conditions of the contract the Bank Guarantee will be invoked either in part or in full.
- 4.3 The proceeds of the Performance security shall be payable to Oil India Limited as compensation for any loss resulting from the contractors failure to complete his obligations under the contract.
- 4.4 The Performance Security will not accrue any interest.

5.0 TERMINATION:

OIL shall reserve the right to terminate the contract in the event (i) the contractor fails to adhere to the specified terms and conditions (ii) when the performance of the contractor is unsatisfactory (iii) major contractual terms and conditions are violated by the contractor including but not limited to safety and other statute requirement (iv) insolvency by the contractor (v) non-requirement of the service . Furthermore, this contract may be terminated by either party with 90(ninety) days notice in writing and in that event neither party hereto shall claim or be entitle to any damage or compensation arising on any account whatsoever.

6.0 OBLIGATION OF THE CONTRACTOR

Contractor shall, in accordance with and subject to the terms and conditions of the contract

- 6.1 Perform the work of providing the services described in the Scope of Work in a most economic and efficient manner.
- 6.2 The Contractor shall ensure that all men engaged by him are provided with appropriate protective clothing and safety wear in accordance with appropriate Governmental regulations and as per the terms of the contract. The Company's representative shall not allow / accept those men who are not provided with safety gears as applicable.
- 6.3 In order to promote, safeguard and facilitate the general, operational economic interest of the Company, during the continuance of this agreement the contractor hereby agrees and under takes not to take any direct or indirect interest and/or support, assist maintain or help any person or persons engaged in antisocial activities, demonstrations, riots, or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's work and its neighborhood.

Company: _____

Contractor : _____

6.4 The Contractor and his workmen are to strictly observe the safety rules as per relevant Govt. Acts / Rules while executing the work.

6.5 In case of any doubt or dispute as to the interpretation of any Clause herein contained the decision of the Company's Engineer/authorized representative shall be final and binding on the Contractor.

7.0 FORCE MAJUERE:

Force Majeure (exemption) Clause of the International Chamber of Commerce (ICC Publication No.421 is hereby incorporated in this contract.

8.0 SETTLEMENT OF DISPUTES :

8.1 The service provider and the company shall make every effort to resolve amicably by direct informal negotiation at any disagreement arising between them under or in connection with the contract agreement.

8.2 In the event of any disagreement or dispute arising in connection with execution of the agreement which cannot be settled in an amicable manner between the service provider and the company, the matter shall be referred to Arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended upto date by any statutory modification or reenactment thereof for the time being in force.

8.3 Place of Arbitration: GUWAHTI, PHQ.

9.0 AMENDMENTS:

Amendments to any terms and conditions of this agreement, if any, can be carried out only through an "Amendment to Agreement" duly signed by authorized representative of the company and contractor.

10.0 RETENTION MONEY:

10.1 A **retention money** equivalent to **5%** of each running account bill of the contractor shall be deducted till final completion of the work. This deducted amount shall be retained with OIL till the expiry of performance obligation of the Contractor under this contract.

10.2 The retention money shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

10.3 The retention money will not accrue any interest

Company: _____

Contractor : _____

WORKS CONTRACTTender No. **CGI2433P17****SCHEDULE OF SERVICES AND RATES**

Service Line No	Description of Work	Quantity	Unit	Rate per Unit(Figures & Words) Rs.	Amount Rs.
10	<u>COATING/WRAPPING WITH CTE/TAPE:</u> Assistance for coating wrapping including all consumables. The job includes cleaning the pipe, applying the primer, melting the coal tar, applying the inner/outer wrap including assistance and supply of all consumables like Fire Wood etc except Coating material. The job shall be carried out as per the instructions of Engineer in Charge	50.00	M2		
20	<u>EARTH CUTTING:</u> Services of Earth cutting for excavation of earth for foundation of Boulder works, etc. The Job shall be as per instructions of the Engineer in Charge	300.00	M3		
30	<u>SERVICES OF DEWATERING:</u> The job involves hiring of water pump and dewatering the working pit with the use of a Pump including all charges and making it suitable for working purpose. The job shall be executed as per instruction of Engineer in-charge	20.00	DAY		
40	<u>BOULDER CEMENTARY WALL:</u> Services of making Boulder cementary wall with CC ratio of 1:4. The Job shall be as per instructions of the Engineer in Charge. Cement shall be supplied by the company	80.00	M3		
50	<u>BOULDER PITCHING:</u> Services of making Boulder Pitching with Boulders of size 200mm including grading the base, spreading sand underneath, and packing interstices with broken or small boulders and gravel, as available to form a homogenous mass. The job shall be as per instructions of the Engineer in Charge	250.00	M2		

Company: _____

Contractor : _____

TENDER NO.: CGI2433P17

Service Line No	Description of Work	Quantity	Unit	Rate per Unit(Figures & Words) Rs.	Amount Rs.
60	<u>CC WORK:</u> Services of CC work of ratio 1:3:6 with minimum specified thickness including supply of all consumables except Sand, cement etc. The job shall be as per instructions of the Engineer in Charge	40.00	M3		
70	<u>EARTH FILLING:</u> Supply of earth from any source beyond the ROW for mending the eroded ROW. The job includes providing the manpower & equipment to dig the earth and transfer it and ramming. The job shall be as per instructions of the Engineer in Charge. The Final measurement shall be done as per the actual volume of the job carried out at the site	200.00	M3		
80	<u>SUPPLY OF BOULDER 150 MM TO 250MM:</u> Supply of boulder 150 mm to 250 mm size	300.00	M3		
90	<u>SUPPLY OF PEA GRAVEL 18 MM TO 25 MM:</u> Supply of Pea gravel 18 mm to 25 mm size	70.00	M3		
100	<u>SUPPLY OF GENERAL SAND:</u> Supply of general sand	50.00	M3		
110	<u>SUPPLY OF EARTH FILLED BAG:</u> Supply of earth filled bag of 0.02 M3 each	3000.00	BAG		
120	<u>PROVIDING SERVICES FOR NIGHT GUARD:</u> Providing services for Night guard & Day Watch as and when required basis	60.00	NO		

Company: _____

Contractor : _____

Service Line No	Description of Work	Quantity	Unit	Rate per Unit(Figures & Words) Rs.	Amount Rs.
130	<u>HEAD CARRYING CHARGE FOR BOULDER:</u> Head carrying charge for Boulder from unloading point to work site	300.00	M3		
140	<u>HEAD CARRYING CHARGES FOR PEA GRAVEL:</u> Head carrying charge for Peagravel & Sand from unloading point to work site	200.00	NO		
150	<u>SAND BLASTING SERVICES:</u> Hiring of Sand blasting services prior to coating and wrapping and in compliance to AWWA C203	50.00	M		
160	<u>CEMENT PLASTERING AND NET FINISH:</u> Cement Plastering and Neat Finish	200.00	M2		
170	<u>BAMBOO PILING:</u> Services of Bamboo Piling Work of total height of 1.2 m with centre to centre of vertical Bamboo spacing of maximum 15 cm and provided with 2 horizontally split bamboos running horizontally fixed with binding wires and nails and including supply of all materials like jati bamboo, binding wire etc.to stop erosion of soil. The Job shall be as per instructions of the Engineer in Charge	250.00	M		
180	<u>COLOUR PHOTOGRAPH:</u> Colour Photograph	100.00	NO		
190	<u>BOULDER SAUSAGE:</u> Services of making Boulder Sausage by stacking the Boulders of size 150mm - 200mm, filling the voids with smaller ones and close packing them around Sausage net. The Job shall be as per instructions of the Engineer in Charge. Sausage will be provided by OIL	300.00	M3		

Note 1 :- Bidders must include all liabilities including statutory liabilities(VAT etc.) **but excluding Service Tax** in their quoted rates. Service Tax, if applicable shall be to the Company's account. However, Service tax portion payable directly by the service provider (if applicable) shall be reimbursed to the contractor on the basis of documentary evidence.

Company: _____

Contractor : _____

SECTION-III

SPECIAL TERMS AND CONDITIONS

Scope of work: To carry out Pipeline RoW exposure Repair work from PLKM 498.00 to PLKM 632.00 at different locations for a period of 12 Months as and when required basis under Pipeline Maintenance section.

The job involves the following works and to be carried out as per instruction of Engineer in charge.

COATING/WRAPPING WITH CTE/TAPE:

Assistance for coating wrapping including all consumables. The job includes cleaning the pipe, applying the primer, melting the coal tar, applying the inner/outer wrap including assistance and supply of all consumables like Fire Wood etc except Coating material. The job shall be carried out as per the instructions of Engineer in Charge

EARTH CUTTING:

Services of Earth cutting for excavation of earth for foundation of Boulder works, etc. The Job shall be as per instructions of the Engineer in Charge

SERVICES OF DEWATERING:

The job involves hiring of water pump and dewatering the working pit with the use of a Pump including all charges and making it suitable for working purpose. The job shall be executed as per instruction of Engineer in-charge

BOULDER CEMENTARY WALL:

Services of making Boulder cementary wall with CC ratio of 1:4. The Job shall be as per instructions of the Engineer in Charge. Cement shall be supplied by the company

BOULDER PITCHING:

Services of making Boulder Pitching with Boulders of size 200mm including grading the base, spreading sand underneath, and packing interstices with broken or small boulders and gravel, as available to form a homogenous mass. The job shall be as per instructions of the Engineer in Charge

CC WORK:

Services of CC work of ratio 1:3:6 with minimum specified thickness including supply of all consumables except Sand, cement etc. The job shall be as per instructions of the Engineer in Charge

EARTH FILLING:

Supply of earth from any source beyond the ROW for mending the eroded ROW. The job includes providing the manpower & equipment to dig the earth and transfer it and ramming. The job shall be as per instructions of the Engineer in Charge. The Final measurement shall be done as per the actual volume of the job carried out at the site

SUPPLY OF BOULDER 150 MM TO 250MM:

Company: _____

Contractor : _____

TENDER NO.: CGI2433P17

Supply of boulder 150 mm to 250 mm size of uniform size.

SUPPLY OF PEA GRAVEL 18 MM TO 25 MM:

Supply of Pea gravel 18 mm to 25 mm size of uniform size

SUPPLY OF GENERAL SAND:

Supply of general sand of approved quality.

SUPPLY OF EARTH FILLED BAG:

Supply of earth filled bag of 0.02 M3 each of approved quality.

HEAD CARRYING CHARGE FOR BOULDER:

Head carrying charge for Boulder from unloading point to work site

HEAD CARRYING CHARGES FOR PEA GRAVEL:

Head carrying charge for Pea gravel & Sand from unloading point to work site

SAND BLASTING SERVICES:

Hiring of Sand blasting services prior to coating and wrapping and in compliance to AWWA C203

CEMENT PLASTERING AND NEAT FINISH:

Cement Plastering and Neat Finish as per instruction of Engineer in charge.

BAMBOO PILING:

Services of Bamboo Piling Work of total height of 1.2 m with centre to centre of vertical Bamboo spacing of maximum 15 cm and provided with 2 horizontally split bamboos running horizontally fixed with binding wires and nails and including supply of all materials like jati bamboo, binding wire etc. to stop erosion of soil. The Job shall be as per instructions of the Engineer in Charge

COLOUR PHOTOGRAPH:

Colour Photograph

BOULDER SAUSAGE:

Services of making Boulder Sausage by stacking the Boulders of size 150mm - 200mm, filling the voids with smaller ones and close packing them around Sausage net. The Job shall be as per instructions of the Engineer in Charge. Sausage will be provided by OIL

Company: _____

Contractor : _____

SAFETY MEASURES & COMPLIANCE FORMAT

To
GROUP GENERAL MANAGER (PLS)
OIL INDIA LIMITED
GUWAHATI

SUB: SAFETY MEASURES

Tender No : CGI2433P17

Description of work/service: To carry out Pipeline RoW exposure Repair work from PLKM 498.00 to PLKM 632.00 at different locations for a period of 12 Months as and when required basis under Pipeline Maintenance section.

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following
 - i) _____
 - ii) _____
 - iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

- c) Due notice would be given for any change of personnel under item(b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's person and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations,1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

Company: _____

Contractor : _____

- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

Dated_____

M/s_____

For & On Behalf Of Contractor

SECTION-V

List of Materials & Equipments to be issued

Wrapping coating material and Cement will be provided by OIL

Company: _____

Contractor : _____

PROFORMA-A

ONLINE PRICE BID FORMAT

As per Section –II of the tender document and shall be quoted on line Format.

Company: _____

Contractor : _____

PROFORMA-B

BID FORM

To
M/S. OIL INDIA LIMITED,
PIPELINE HEAD QUARTER

Sub: Tender No. : _____

Dear Sir,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within () days calculated from the date both parties have signed the Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding _____ for the due performance of the Contract.

We agree to abide by this Bid for a period of **90** days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20_.

Signature

(In the capacity of)

Company: _____

Contractor : _____

PROFORMA-C

FORM OF BID SECURITY (BANK GUARANTEE)-EMD

To
M/s. OIL INDIA LIMITED,
(**CHIEF MANAGER -CONTRACTS**)
Guwahati, Assam, India, Pin - 781171.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Guwahati, Assam, India (hereinafter called the Company)'s tender No. : _____ know all men by these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment will and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this _____ day of _____ 20__.

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder; or
2. If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
 - a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
 - b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter / fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (**) and any demand in respect thereof should reach the Bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTORS: _____

Name of Bank & Address: _____

Witness: _____

Address : _____

(Signature, Name and Address)

Date : _____

Place : _____

* The Bidder should insert the amount of the guarantee in words and figures.

** Date of expiry of Bank Guarantee should be **minimum 30 days** after the end of the validity period of the Bid.

Company: _____

Contractor : _____

PROFORMA-D

FORM OF PERFORMANCE BANK GUARANTEE

To:
M/s. OIL INDIA LIMITED,
(**CHIEF MANAGER -CONTRACTS**)
Guwahati, Assam, India, Pin – 781 171.

WHEREAS _____ (Name and address of Contractor)
(hereinafter called "Contractor") had undertaken, in pursuance of Contract No.
_____ to execute (Name of Contract and Brief Description of the Work)
_____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the date _____ (calculated at 3 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date _____

Place _____

Company: _____

Contractor : _____

PROFORMA - E

DRAFT AGREEMENT COPY
(To be executed by the successful Bidder)

This AGREEMENT is made on the day of

BETWEEN

OIL INDIA LIMITED, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the state of Assam, hereinafter called the “COMPANY” which expression unless repugnant to the context shall include executors, administrators and assignees on one part

AND

M/s., having its address hereinafter called the “CONTRACTOR” or “CONSULTANT” which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees, on the other part,

WHEREAS

OIL INDIA LIMITED being desirous of awarding a comprehensive contract for
.....
.....

A. , and has issued an enquiry under reference No..... dated, containing the Schedule of Works, Terms and Conditions,

B. M/s., have examined the nature and magnitude of the service to be provided and have satisfied themselves by careful examination before quoting their rates as to the nature and magnitude of the services to be provided, local conditions, the availability of manpower and resources necessary for rendering the service and have made local and independent enquiries and obtained complete information and have examined and considered all other issues, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the services and have included them while making their offer.

WHEREAS, Company, (OIL INDIA LIMITED) having accepted the offer of the Contractor and (subsequent letter dated _____), issued the “Letter of Award” under reference _____ dated _____.

Whereas, the Contractor has accepted Company’s Letter of Award vide their letter _____

NOW IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED IT IS HEREBY AGREED AS FOLLOWS:

- i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
- ii) The following documents shall be deemed to form and be read and construed as part of this agreement viz:
 - (a) The Tender Document No.....dated, inter-alia providing the Instruction to the bidder, General Conditions of Contract, Scope of Work / terms of reference / Technical specifications etc., Special conditions of contract.

Company: _____

Contractor : _____

TENDER NO.: CGI2433P17

- (b) The Bid submitted by the Contractor in response to the Tender enquiry,
 - (c) The contractors letter dated (after price negotiation) if any .
 - (d) The Company's Notification of Award vide Letter of Award No. _____ dated _____.
 - (e) Section-I, II, III & IV hereto.
- iii) The rates payable for the job will be as indicated in **Section-II**
- iv) In consideration of the payment to be made by the Company to the Contractor for carrying out the assigned service , the Contractor hereby covenants with the Company that the Contractor shall and will carry out the assigned service and complete the said service and shall do and perform all other acts and things mentioned in the Agreement or described or which are to be implied there from or may be reasonably necessary for the execution of the said assignment in the desired manner and time and subject to the terms and conditions or stipulations mentioned in the Agreement.
- v) The Company hereby covenants to pay the Contractor in consideration of the due provision, execution and completion of the services and the remedying of defects therein , the contract price or such other sum as may become payable under the provisions of this contract at times and in manner prescribed in this contract.

IN WITNESS thereof, the parties have executed this contract on the day and the year first above mentioned at the office of the Group General Manager, Pipelines, Pipeline Head Quarter, Narengi, Guwahati, Assam.

Signed and Delivered for and
On behalf of Company

Signed and Delivered for and
on behalf of Contractor

(Oil India Limited)

()

IN PRESENCE OF TWO WITNESSES :

IN PRESENCE OF TWO WITNESSES

- 1.
- 2.

- 1.
- 2.

Company: _____

Contractor : _____

STATEMENT OF COMPLIANCE/NON-COMPLIANCE

OIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in un-priced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement:

- (a) We certify that our offer complies with all IFB requirements and specifications without any deviations.

Or

- (b) We certify that our offer complies with all NIT requirements and specifications with the following deviations:

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	COMPLIANCE/ NON-COMPLIANCE	DEVIATION STATEMENT

We undertake that excepting above deviations all the terms and conditions in the tender document shall be fully complied with. Company will not recognize any deviations/exception(s) which is not listed in this Annexure.

Signature of the Bidder

Name of Bidder: _____

Seal of the Company:

Company: _____

Contractor : _____

FORMAT FOR COURT AFFIDAVIT

In the Court of the Magistrate at.....

Date.....

I, Sri/Smt _____ S/o/D/o/W/o _____

Sri/Late _____ by religion _____ aged _____ years, by
occupation _____ resident of _____

P.S. _____ Dist _____ State _____ to hereby solemnly
affirm and declare an oath as follows:-

01. That the deponent is permanently residing at the above address with the family members.
02. That the deponent is not an OIL employee in service or dependant of OIL employee in service.
03. The deponent has not submitted any other application as a Proprietor or Partner of any other firm or against the name of deponent against the Tender Notice No.....
dated
04. The deponent is not employed in any Government/Quasi Government/Public Sector Undertaking.
05. That the deponent is sole proprietor of M/s _____ of
_____ (if applicable) participating in the **T. Notice**
No _____ dated _____.
06. That the deponent has own Bank account No _____ at _____
Branch

That the deponent desires to submit a bid for

That the deponent's communication address is
not the same with any OIL's quarters/settlement area/premises etc.
07. That the deponent will abide by the rules and conditions of the said contract basis of Oil India Limited, Pipeline Headquarters, Narengi, Guwahati-781171, Dt. Kamrup, Assam.
08. That the deponent has fully understood & accepted the rates, terms and conditions of the above tender and is also fully convergent with the general terms and conditions of the Consultancy Service Contract and agrees to abide by the same throughout the entire contractual period (including any extension to the contract being granted by OIL).

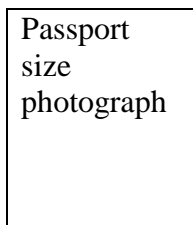
Company: _____

Contractor : _____

The above statements from Para 1 to 10 are true to the best of my knowledge, belief and information.

In case the above statement of mine is found to be false/incorrect the award of contract if selected shall be cancelled and Company is at liberty to initiate necessary action as deemed fit against me.

The deponent Sri/Smti _____ sign as _____



Passport size photo affixed herewith

Introduced by:

Advocate,.....

Deponent

Signed and sworn before me by the above named deponent on being identified by
Sri _____ Advocate _____ on _____.

NOTARY

Company: _____

Contractor : _____

PROFORMA-H

PROFORMA LETTER OF AUTHORITY

TO
Chief Manager (Contracts)
Oil India Ltd.,
P.O. Udayan Vihar - 781171
Assam, India

Sir,

Sub: **OIL's Tender No:** _____

We _____ confirm that Mr. _____ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for Consultancy Services for _____.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

Company: _____

Contractor : _____

PROFORMA-I

**FORMAT FOR UNDERTAKING
(IN TERMS OF BRC CLAUSE NO. (VI) OF TENDER NO. CGI2433P17)
(On Non-Judicial Stamp Paper of Rs. 100/-)**

TO BE NOTORISED

To
CM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN

Dear Sirs,

**UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF TENDER NO
CGI1155P17**

This is in connection with the Bid submitted by me/us, (Name of Bidder), against Tender No. CGI2433P17 for “To carry out Pipeline RoW exposure Repair work from PLKM 498.00 to PLKM 632.00 at different locations for a period of 12 Months as and when required basis under Pipeline Maintenance section.”

I/We, the afore mentioned Bidder against the subject tender, hereby declare that my/our quoted rates include the following -

- (a) Labour wages as per Minimum Wages Act and notifications issued by the Central Govt. from time to time, including P.F, insurance and Bonus.
- (b) Material and Equipment (if any) cost.
- (c) PPE cost.
- (d) IME (Initial Medical Examination) cost.
- (e) Other charges / cost including overheads, profit, insurance and handling charge..

I/We, the afore mentioned Bidder against the subject tender take note that minimum wages may increase from time to time as notified by statutory authority and Central Govt. and undertake that I/We shall not make Company (i.e. OIL) liable to reimburse me/us for such statutory increase in wage rates of the labours/workers engaged by me/us during the entire period of the contract, including extension if any. Currently, such increase in the wage rates is twice in a year. I/We have bid after considering this increase in wage rates for the entire period of Contract including extension provision.

I/We, the afore mentioned Bidder against the subject tender, further undertake that I/We will pay my/our workers the existing Daily wages as notified under the Minimum Wages Act from time to time by the Central Govt. and such statutory or any other increase in the wages rates including consequent increase in statutory contributions like provident fund etc. of contract labours engaged by me/us shall be borne solely by me/us during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

Company: _____

Contractor : _____

TENDER NO.: CGI2433P17

I/We further agree and undertake that in case of any violation of the above undertaking, Oil India Limited (OIL) shall be at liberty to take appropriate action against me/us in terms of the Tender/Contract including but not limited to termination of contract and debarment from future business with OIL. I shall duly comply with all the statutory obligations, more particularly under applicable labour laws. I further agree and undertake that in case of any dispute or claims arise out of my non-compliance of statutory obligations under the Contract, by the Labourers engaged by me or by any statutory authorities, I shall only be responsible for the same and hold the Company harmless against such dispute or claims. I further authorize the Company, in the event of my default or non-compliance of any statutory obligations, to deduct/recover and adjust such amount or claim against my Bills due under the Contract or against any other existing or future Contracts with the Company including performance security.

I/We declare that the information given above is true and any misstatement, misrepresentation, or suppression of facts in connection with the above undertaking may entail rejection of the bid and cancellation of contract, if awarded.

Yours faithfully,

1. Authorized Signatory with Seal

(Bidder)

Place:-

Date:-

Company: _____

Contractor : _____